



**Value Extended Warranty
and
Premium Extended Warranty**

Terms and Conditions

Your *Value Extended Warranty* and *Premium Extended Warranty* (referred to herein as the "Plan" or "Plans") are governed by these Terms and Conditions as well as Camera Dynamics' General Terms and Conditions of Sale and the Warranty Statement contained in those Terms and constitutes your contract with Camera Dynamics, Ltd. ("Camera Dynamics") regarding these Plans.

1. What products are covered.

Subject to these Terms and Conditions, your Plan; covers the Camera Dynamics-branded product(s) listed in your Plan's Warranty Certificate document ("Covered Equipment")

2. Plan Confirmation.

You will receive a Warranty Certificate after we have received your registration material and payment for the Plan (and Term) that you have chosen. This Warranty Certificate is your proof of coverage and should be kept in a safe, secure location. The Warranty Certificate will identify the Covered Equipment by serial number and the Term of coverage for your Plan.

3. Duration of coverage.

The duration of the Plan ("Coverage Period") is for the period of time stated in the Warranty Certificate and starting as of the date of your purchase of the Plan or the end of your Covered Product's original free Warranty Period (whichever is later) and ending on the date (or after the period of time) specified in your Warranty certificate.

4. Price.

The price of the Plan is listed on the Plan's original sales receipt.

5. Coverage.

a. Commencement and Scope of Coverage.

Where you have chosen to purchase a Plan prior to the end of your products' Standard Warranty coverage your coverage under either Plan begins on the date your Covered Equipment's Camera Dynamics Standard Warranty expires and concludes at the end of the Coverage Period.



In the event that a Plan is purchased after the expiration of the Product's Standard Warranty and where there has not been continuous coverage provided at the same level (Value Extended or Premium Extended) as that being purchased a full inspection and service to bring the Product into warrantable condition will be required prior to the start of Plan coverage. The costs of such service are in addition to the charges for the Plans.

During the Plan Camera Dynamics will provide both parts and labor for the repair of covered defects as described below. Camera Dynamics may provide replacement product or parts that are manufactured from parts that are new or equivalent to new in both performance and reliability. The replacement product or parts will be functionally equivalent to the replaced products or parts and will assume the remaining coverage under the Plan. The products or parts that are replaced become Camera Dynamics's property.

- i. The scope of coverage provided to you will vary according to the Plan you purchased, as follows.
 1. Under the Value Extended Warranty, Camera Dynamics covers the Covered Equipment for failure due to manufacturer's defects in the Covered Equipment which become apparent during the Coverage Period. If during the Coverage Period there is a defect in the materials or workmanship of the Covered Equipment or the other covered items described above, Camera Dynamics will at its option to the extent permitted by the applicable mandatory laws, repair or replace the affected item. There is no coverage for any failure not directly associated with and caused by a latent manufacturing defect.
 2. Under the Premium Extended Warranty, Camera Dynamics covers the Covered Equipment for manufacturer's defects which become apparent during the Coverage Period. If during the Coverage Period there is a defect in the materials or workmanship of the Covered Equipment or the other covered items described above, Camera Dynamics will at its option to the extent permitted by the applicable mandatory laws, repair or replace the affected item.
As well, Camera Dynamics covers product failures which occur as a result of usage of the product in the normal course and under normal conditions. The exclusions to this coverage are set forth below apply.



6. The Plans do not cover:

- a. Installation, removal or disposal of the Covered Equipment, or installation, removal, repair, or maintenance of non-Covered Equipment (including accessories, attachments, or other devices) or anything external to the Covered Equipment;
- b. Damage to the Covered Equipment caused by accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than Camera Dynamics or an Camera Dynamics Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress, fluctuation or surges of electrical power (where applicable), lightning, static electricity, fire, acts of God or other external causes;
- c. Covered Equipment with a serial number that has been altered, defaced or removed;
- d. Problems caused by a device that is not the Covered Equipment, including equipment that is not Camera Dynamics-branded, whether or not purchased at the same time as the Covered Equipment;
- e. Service necessary to comply with the regulations of any government body or agency arising after the date of this Plan;
- f. The provision of replacement equipment during the period when the Covered Equipment is being repaired;
- g. Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Camera Dynamics in its entirety;
- h. Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken parts;
- i. Consumable parts where applicable, such as batteries;
- j. Preventative maintenance on the Covered Equipment;
- k. If you have chosen the Value Extended Plan; defects caused by normal wear and tear or otherwise due to normal aging of the product.



7. Service Options. Camera Dynamics may, at its discretion, provide service through one or more of the following options:

- a. Carry-in service may be available for Covered Equipment through a Camera Dynamics Authorized Service Provider location offering carry-in service. Service will be performed at the location, or the store or service provider may send the Covered Equipment to another Camera Dynamics repair service location to be repaired. Once you are notified that service is complete, you will promptly retrieve the product.
- b. In most instances the Covered Equipment must be appropriately packaged by you and shipped to the Camera Dynamics Authorized Service Provider or Camera Dynamics repair service location determined most appropriate by Camera Dynamics. All costs of packaging, shipping and all risks of loss during transport to the Camera Dynamics Authorized Service Provider or Camera Dynamics repair service location are yours. Upon repair or replacement Camera Dynamics will, at its cost, return the Covered Equipment to you in an appropriate manner at its cost.

8. Limitation of Liability.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS.

NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY SUCH APPLICABLE MANDATORY LAWS, INCLUDING A CONSUMER'S RIGHT TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY CAMERA DYNAMICS OF ANY OF ITS CONTRACTUAL OBLIGATIONS HEREUNDER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAMERA DYNAMICS AND ITS EMPLOYEES AND AGENTS WILL, UNDER NO CIRCUMSTANCES, BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OR ASSIGNEE OF THE PLAN BENEFITS FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM CAMERA DYNAMICS'S OBLIGATIONS UNDER THIS PLAN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF CAMERA DYNAMICS AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER OR ASSIGNEE ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN.



NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT CAMERA DYNAMICS'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS OVERT NEGLIGENCE, OR (II) FRAUD.

TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, CAMERA DYNAMICS'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO THE COSTS TO REPLACE OR REPAIR THE COVERED EQUIPMENT OR SUPPLY THE SERVICE.

9. Cancellation.

You may cancel this Plan at any time during the first forty five (45) days after the purchase of the Plan for any reason and will obtain a full refund of the purchase price of the Plan.

If you decide to cancel either call Camera Dynamics at the telephone number provided in the Guide, or send or fax written notice with your Plan Agreement Number to Camera Dynamics Customer Support,

A copy of the Plan's original proof of purchase must accompany your notice.

Unless local law provides otherwise, if you cancel within forty five (45) days of your Plan's purchase, you will receive a full refund less the value of any service provided under the Plan.

After forty five (45) days your purchase is non-cancelable.

10. Transfer of Plan

Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) the transfer must include the original Proof of Purchase, the Plan's Warranty Certificate and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (b) you notify Camera Dynamics of the transfer by sending or faxing notice of transfer to Camera Dynamics Customer Support, at; William Vinten Building, Western Way, Bury St Edmunds, Suffolk, IP33 3TB, United Kingdom and (c) the party receiving the Plan reads and accepts the Terms and Conditions of the Plan. When notifying Camera Dynamics of the transfer of the Plan, you must provide a copy of the Warranty Certificate, the serial numbers of the Covered Equipment being transferred, and the name, address, telephone number and email address of the new owner.

11. General Terms

a. Camera Dynamics may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.



b. Camera Dynamics is not responsible for any failures or delays in performing under the Plan that are due to events outside Camera Dynamics's reasonable control.

c. You are not required to perform any specific preventative maintenance on the Covered Equipment to receive service under the Plan. However, you must keep the Covered Product reasonably and appropriately well maintained and the Exclusions noted above in these Terms (Paragraph 6) apply.

d. This Plan is offered and valid only in those countries where you have purchased the Covered Equipment from an Authorized Camera Dynamics Distributor or from camera Dynamics itself. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law. The Plan is in addition to the Regulatory or Statutory rights which you may have under the laws of the country in which you have purchased the Covered Equipment and the Plan.

e. In carrying out its obligations Camera Dynamics may, at its discretion and solely for the purposes of monitoring the quality of Camera Dynamics's response, record part or all of the calls between you and Camera Dynamics.

f. You agree and understand that it is necessary for Camera Dynamics to collect, process and use your data in order to perform the service and support obligations under the Plan and to confirm compliance with applicable laws. This may include transferring your data to affiliated companies or service providers located in countries where data protection laws may be less comprehensive than your country of residence, including but not limited to Australia, Canada, countries of the European Union, India, Japan, the People's Republic of China and the U.S.

g. Camera Dynamics will protect your information in accordance with the Camera Dynamics Customer Privacy Policy (details are available on our website).

h. The Terms and Conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Camera Dynamics's entire understanding with respect to the Plan.

i. Camera Dynamics is not obligated to renew this Plan past the Coverage Period you have chosen. If Camera Dynamics does offer a renewal, it will determine the price and terms of the Plan at the time of such renewal. There may be similar forms of Plans that are available through other, independent sources not affiliated with Camera Dynamics.

j. There is no informal dispute settlement process available under this Plan.

k. The financial obligations of the Plans are backed by Camera Dynamics, Ltd.
Registered office: One Wheatfield Way, Kingston upon Thames, Surrey KT1 2TU, United



Kingdom. Registered in England no 1738425. The Plan will continue for the period of coverage which you have chosen to purchase and could cover successive claims, it does not terminate after a claim is made.

l. Unless prohibited by the laws of the country where entitlement to this Plan was purchased the laws of England and Wales shall be the relevant law of this Plan.

m. In the event any section or portion of a section of these Terms and Conditions are deemed invalid, void or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions, and the remaining Terms shall continue in full force and effect.